PRINCIPAL AND AGENT—RIGHT OF UNDISCLOSED PRINCIPAL TO SUE—PAROL EVIDENCE RULE.—Without disclosing that he was acting on behalf of the plaintiff, L., an authorized agent, entered into a written contract in which he described himself as "the character". In an action on the contract by the plaintiff against the defendant, the other party to the contract, *held,* that parol evidence was admissible to establish the plaintiff's right to sue. *Rederi Aktienbolaget Trans-Atlantic* v. *Fred Drughorn Ltd.* (1918) 144 L. T. 273, 306.

An undisclosed principal may introduce parol evidence to enable him to maintain an action upon a simple contract made for his benefit by an authorized agent, *Ballard* v. *Friedeberg* (1917) 177 App. Div. 715, 164 N. Y. Supp. 912, even though the defendant at the time he entered into the contract was in ignorance of the agency. *Darrow* v. *H. R. Horne Produce Co.* (C. C. 1893) 57 Fed. 463; *cf. Kelly A. B. Co.* v. *Barber A. P. Co.* (1914) 211 N. Y. 68, 105 N. E. 88. However, an undisclosed principal has no right to sue if the defendant was induced to enter into the contract due to personal trust reposed in the agent. *Winchester* v. *Howard* (1867) 97 Mass. 303; *cf. Crowder* v. *Yovovich* (1917) 84 Ore. 41, 164 Pac. 576. In *Humble* v. *Hunter* (1848) 12 Q. B. 310, it was held that the mere fact that the agent described himself as the owner in a charter-party was sufficient to prevent the undisclosed principal from bringing suit, though there was nothing to show that the contract was personal. If that case is based fundamentally upon the theory that trust was reposed in the agent, it is weak upon its facts. 2, Mechem, Agency (2nd ed.) § 2070, *n.* 54, and has not been followed in analogous situations. *Hawkins* v. *Windhorst* (1912) 87 Kan. 176, 102 Pac. 761; but *cf. New York Brokerage Co.* v. *Wharton* (1909) 143 Iowa 61, 119 N. W. 969. On the other hand, if the case rests upon the theory that parol evidence to show the existence of an undisclosed principal cannot be introduced to vary the terms of a written instrument, it is submitted that the case rests upon a narrow distinction from the cases in which the agent contracts as principal without describing himself as such. *Cf.* Tiffany, Agency § 50. Considering the case in reference to the parol evidence rule, its effect seems to be that where the terms of the written instrument exclude the idea of agency, the undisclosed principal cannot bring suit. Though *Humble* v. *Hunter, supra,* is law, see *Formby Bros.* v. *Formby,* (1910) 102 L. T. R. (N. S.) 116, the courts have shown no tendency to apply it broadly, *cf. Abbott* v. *Atlantic Refining Co.* (1902) 4 Ont. L. R. 701; *Childs* v. *Gilis Construction Co.* (1912) 42 Utah 120, 129 Pac. 356, but on the contrary allow an undisclosed principal to bring an action even where the terms of the written instrument afford a substantial basis for inferring that trust was reposed in the agent. *Pritchard* v. *Budd* (C. C. A. 1896) 76 Fed. 710. It would seem, therefore, that even though a distinction drawn between the facts of *Humble* v. *Hunter, supra,* and those of the principal case be viewed as meticulous, the latter decision is to be supported.

PRINCIPAL AND AGENT—LIABILITY OF AGENT FOR FRAUD OF SUB-AGENT.—The plaintiff consigned cotton to the defendant for sale. The defendant had it delivered to a Muccadam, or warehouseman, upon whom they had agreed, whose duties were to store the cotton and close sales upon the terms fixed by the defendant. The Muccadam was to be compensated in the first instance by the defendant who was to be reimbursed by the plaintiff. The Muccadam fraudulently sold the